

**IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE DISTRICT OF DELAWARE**

**BEST UNIFORM RENTAL, INC.,**

**Plaintiff**

**v.**

**C.A.NO. 07 - 43**

**CHRISTINA CONSOLIDATED  
SCHOOL DISTRICT, CHRISTINA  
SCHOOL BOARD**

**Defendants**

**AFFIDAVIT OF DEFENSE  
REQUIRED**

**FILED  
CLERK U.S. DISTRICT COURT  
DISTRICT OF DELAWARE  
2007 JAN 22 PM 2:50**

**COMPLAINT**

**INTRODUCTION**

1. This a diversity action, pursuant to 28 U.S.C. § 1332, between citizens of different states for legal and equitable relief based upon breach of contract and breach of the covenant of good faith and fair dealing arising out of a contract between the parties for the rental of uniforms supplied to Defendant School District, which contract was breached by Defendants by, inter alia, their refusal to pay in accordance with the terms of the contract. The balance of the contract is in excess of \$75,000 exclusive of costs and interest.

**PARTIES**

2. Plaintiff, Best Uniform Rental, Inc., is a corporation which is incorporated under the

laws of the State of New Jersey and which maintains its principal place of business in the State of New Jersey.

3. Defendant Christina Consolidated School District is a reorganized school district of the State of Delaware, as defined in 14 Del. C. § 1002, created by state law and at all times relevant hereto acted under color of state law.

4. Defendant Board of Education of Christina Consolidated School District (hereinafter referred to as "School Board") is the School Board, as defined by 14 Del. C. §§ 1002(3) and 1041(1), of Defendant Christina Consolidated School District, which consists of members duly elected or appointed in accordance with state law.

5. Ronald Albence all times relevant hereto, was an agent and employee of Defendants District and Board and the Supervisor of Operations and Maintenance, with the authority to execute the contract at issue in this suit. He is a citizen and resident of the State of Delaware.

### **JURISDICTION AND VENUE**

6. This Court has jurisdiction of this action pursuant to 28 U.S.C. § 1332 in that it is between citizens of different states and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. .

7. Venue in this District is proper pursuant to 28 U.S.C. § 1391 where all the defendants reside and/or where a substantial part of the events giving rise to this claim occurred.

provided in response to Defendants' request to limit the yearly cost to under \$50,000. [ Exhibit A : annual cost of \$48,706.84].

13. Defendants, through their representative, advised Plaintiff that they were contracting with it for the services, and provided Plaintiff with a copy of the Artwork for the uniforms, the color for the uniforms and a map showing the locations of the schools within the Defendant District, so that Plaintiff could prepare the emblem for the uniforms. Defendants' representative advised Plaintiff that the contract had to be accepted ASAP.

14. Plaintiff prepared the emblem in accordance with the Artwork and provided that emblem to the Defendants. Defendants accepted the emblem and their representative signed off on it on behalf of the Defendants on July 22, 2005. [ Exhibit B containing Defendant's representative's signature].

15. Plaintiff and Defendants entered into a contract [Exhibit C] on July 22, 2005 and Defendant's representative personally guaranteed the contract. [Id]. The contract had an annual cost under \$50,000 and was for a 60 month term.[Id].

16 . Plaintiff performed the contract including measuring all employees of the Defendant District, fitting them with uniforms, providing and manufacturing the emblems, providing the uniforms and in or about September, 2005 all schools in the Defendant District were utilizing Plaintiff's uniforms.

17. Defendants in July 2006 breached the contract by terminating it without complying with its terms. The principal balance due under the contract effective December 31, 2006 is:

a. Open invoices effective November 15, 2006 = \$3120.09. Attached as Exhibit D are the open invoices from 7/3/06 to 7/17/06.

b. Dollar amount of garments not returned and invoices [ Exhibit E] in the amount of

\$12,618 as of 9/25/06.

c. Balance of the contract effective November 15, 2006 of \$999.53/week x 205 weeks = \$204,903.65. Liquidated damages under the contract are for \$ 102, 251.83. [ Exhibit F].

18. Plaintiff demands, pursuant to 10 Del. C. § 3901 et. seq. that Defendants “ answer any or all of the allegations of [this] complaint by an affidavit setting forth the specific nature and character of any defense and the factual basis therefor”. Attached to this Complaint are copies of the invoices, contract and claims upon which this Complaint is based.

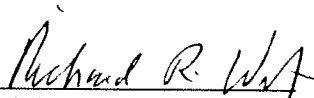
19. Defendants breached the covenant of good faith and fair dealing by engaging in fraud, deceit or misrepresentation by falsely representing that the contract, with an annual threshold of under \$50,000, was not subject to the state procurement code obligations, if such is determined to be the case. Defendants also have acted arbitrarily and unreasonably in an effort to deny Plaintiff of the benefits of the contract.

20. Defendants are equitably estopped from rejecting or claiming the contract violates the state procurement code, because they cannot benefit from their misrepresentations and they made a specific promise and representation to the contrary, which Plaintiff relied on to its detriment.

21. Plaintiff is entitled to specific performance of its contract and liquidated damages, attorneys’ fees and other relief provided by said contract.

**WHEREFORE**, Plaintiff prays that judgment be entered in its favor against Defendants, jointly and severally, and that it be awarded specific performance of the contract, compensatory and liquidated damages, costs, pre and post judgment interest, attorneys fees and such other legal and equitable relief as may be just and appropriate under the circumstances.

Respectfully submitted,

  
Richard R. Wier, Jr. P/A.  
Richard R. Wier, Jr. (#716)  
Two Mill Road - Suite 200  
Wilmington, DE 19806

Dated : January 22nd, 2007

## FACTS

8. In or about June, 2005, representatives of the Plaintiff met with Defendants' representative Mr. Albence, the Supervisor of Operations and Maintenance for Defendants District and Board, and introduced him to the services the Plaintiff could provide to the Defendants which included the supplying, measuring, and rental of uniforms for the employees of the District.

9. Defendants' representative advised the Plaintiff that the Defendants' former uniform supplier, Aramark, was not satisfactory and that its contract with the Defendants' to supply said uniforms had ended. Defendants requested Plaintiff to provide a quote for a five-year contract to measure, design and supply uniforms [services] to the Defendants. Defendants' representative advised that he was authorized to contract with the Plaintiff on behalf of the Defendants District and Board for such services. He had the express and/or apparent authority to contract with the Plaintiff for Plaintiff's services and personally guaranteed the contract.

10. Plaintiff provided a quote for a five year contract for such services to Defendants. Defendants' representative advised Plaintiff that the Defendants did not want to go through the State of Delaware bidding process and that Defendants did not have to obtain bids for Plaintiff's services and material if Plaintiff provided a contract with a yearly cost below \$50,000.

11. The contract for the rental of the uniforms with the Defendant District is not and was not subject to the state bidding process or procurement requirements.

12. Plaintiff, in response to the Defendants' request, revised its quote and contract so that the annual cost would be less than \$50,000. Attached is the revised proposal which was



# **Best Uniform**

Confidential Rental Quote

Prepared for

**The Christina School District**

**Attn: Ron Albence**

Thank you for taking the time to speak with me and giving me the opportunity to earn your business. After speaking with you and evaluating your uniform and facilities needs, I am confident Best Uniforms will meet and exceed every expectation you have for what a rental program should be: Convenient, Consistent, Award Winning Service, and Always Fair pricing. **I'm confident enough to state in writing that if we do not live up to your expectations that we will walk away holding you responsible for nothing except to return all of our garments providing that you give us a reasonable chance to fix any complaints.** The items we spoke about are listed below. It was a pleasure to meet with you and I look forward to being able to have the opportunity to build a business relationship and service your company's needs. If you have any questions, please feel free to contact me directly @ 302-898-6291.

## **How does the program work?**

- \* No Up Front Investment
- \* Weekly Service
- \* Professionally Laundered
- \* Garments inspected each week for upgrades/ repairs
- \* Same Professional driver every week
- \* Best Uniforms measure all employees for accuracy

## **Pricing for our Rental Program**

Products	Description	Total Inventory	Total Weekly Changes	Price Per Man
SH10/SH11 & PA11	Medium Blue Work Shirt and Navy Blue Work Pants	11	5	\$5.02
Ja020 Jackets	Optional- Navy Blue Work Jackets (Not to be Priced in the Quote)	2	1	TBD
Service Fee	Weekly Service Fee			\$2.95
Make-up Fee	There is no make up fees at installation	n/a	n/a	n/a
Yearly Cost	Yearly Cost- 186 employees x \$5.02 per employee + \$2.95 weekly Service fee			\$48,706.84

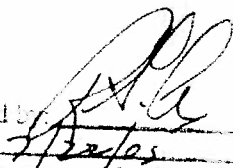
Thank you once again,  
Randy Smale  
Sales Manager  
(800) 223-2378- office





# ***Best Uniform***



Authorized by:   
Ron Albence

Best Uniform Rental  
800 Creek Rd.  
Bellmawr, NJ 08031  
(856) 931-7000

[www.bestu.com](http://www.bestu.com)

Best Superstore  
1075 Delsea Drive  
Westville, NJ 08093  
(856) 853-8888

RON ALBENCE'S SIGNATURE



ORDER DATE 7-22-05

PRINT NAME CHRISTINA School District -

PRINT ADDRESS 925 BEAR-Corbitt Rd.

OK'D BY \_\_\_\_\_  
202  
PHONE 454-2400

CITY REAR

DP 19701

portant notice for the Customer and Employees. Unless specifically noted in this contract the garments rented under this Agreement are not acid or flame retardant and contain no special acid or flame retardant features. These garments should not be used under working conditions where they may catch fire or come in contact with acid. Customers should notify the employees of the above. Customer warrants to Company that none of the Employees for whom uniforms are rented pursuant to this Agreement require flame or acid retardant clothing except as indicated herein.

**CHARGES FOR LOSS OF OR DAMAGE OF CARGUMENTS**

ITEM	PRICE PER GARMENT
Executive Shirts	
Executive or Knit Slacks	
65/35 Shirts or Blouses	
65/35 Pants or Slacks	
Lab Coats and Shop Coats	
Counter Coats	
Coveralls or Jumpsuits	
Dresses and Smocks	
Jackets	

NO. MEN	RATES	INVENTORY	CLEANINGS	EXTENDED CHARGE
1840	5 02	11	5	\$967.20

[illegible]

• Name Emblem \$1.50 ea. • Company Emblem \$2.00 ea. • Custom Applique \$ \_\_\_\_\_ ea.  
• Custom Emblem \$ \_\_\_\_\_ ea. • Embroidery \$ \_\_\_\_\_ ea. **LAIVER 0000**

WAIVED UPON INSTALLATION RS

**BEST FACILITY SERVICES PRODUCTS PRICING:**

[illegible]

MATS	USAGE	INVENTORY	UNIT PRICE	EXTENDED UNIT PRICE

- \* Terms are net 15  
 • COD Terms \$ N/A per week charge for prior service (If Amount Due is Carried to Following Week)  
 • Autobill ☐ Visa ☐ Mastercard ☐ Discover ☐ Amex ☐ Acct # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 • Garment Prep Charge \$ 1.50 per garment  
 • Shop Towel container. \$ N/A /per week.  
 • Artwork Logo Mat Charge \$ N/A  
 • Plus size garment \$ 2.90 (4XL & up, 52 waist & up, automatic buy back)  
 • Best Storage Uniform Lockers: \$ \_\_\_\_\_ ea./week, Soil Drop \_\_\_\_\_ ea. week  
 • Environmental/Service Charge \$ 2.95 per week.  
 • Size Change: Customer agrees to have employees measured by a Best Uniform representative using garment "size samples"  
 • A charge of \$ 5.00 per garment will be assessed for employees that refused to be sized, if they request a size change w  
☐ TYPE ☐ CASH ☒ REPRESENTATIVE PLEASE SIGN [Signature]

<input type="checkbox"/> 1 TYPE	<input type="checkbox"/> CASH	REPRESENTATIVE <i>R. S. Smith</i>		PLEASE SIGN <i>[Signature]</i>	PLEASE PRINT <i>Ronald G. Allen</i>
<input type="checkbox"/> 2 TYPE	<input type="checkbox"/> AUTOBILL	ROUTE NO. <i>H</i>	PAY DAY	SIGNATURE <i>[Signature]</i>	NAME <i>Ronald G. Allen</i>
	<input checked="" type="checkbox"/> CHARGE		CODE <i>6005</i>	PLEASE PRINT <i>Supervisor Operations and Maint.</i>	

BEST UNIFORM RENTAL, INC. ("Company") agrees to supply and deliver to you the uniforms described on the attached order form.

BEST UNIFORM RENTAL, INC. ("Company") agrees to supply and deliver to customer (named below), and Customer agrees to lease and accept exclusively from Company, for and during the term of this Agreement. ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE ARE A PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN BY REFERENCE. CUSTOMER, BY SIGNING THIS AGREEMENT, ACKNOWLEDGES THAT HE/SHE HAS READ SUCH ADDITIONAL PROVISIONS. The terms and conditions of this contract between BEST Uniform Rental, Inc., and Christina School District are personally guaranteed by: [Signature]

### CUSTOMER CONTRACT ADDITIONAL PROVISIONS

1. **CUSTOMER'S REQUIREMENTS.** All articles supplied to the customer shall at all times remain the property of the Company and shall be received and held by customer at its risk. Customer's obligation to accept Company's rental services under this Agreement shall continue at any different location to which Customer may move its business so long as the new location is within the territory regularly served by Company, and shall apply to all additional locations in the event the Customer operates at more than one location. If during the term of this Agreement, Customer's business is sold and the purchaser does not assume and agree to perform Customer's obligations under this agreement, Customer agrees to pay to Company, on demand, as compensation for the loss of business and damages for the loss in value of the rental items held by Company for Customer's use under this Agreement an amount equal to the amount that would be payable pursuant to paragraph 9 if Customer had defaulted under this Agreement on the date of such sale.

2. **LAUNDERING SERVICES.** Company agrees to perform all necessary laundering of rental items supplied under this Agreement and that the quality of items furnished and the laundering of such items shall be comparable to the generally accepted standards of rental laundries in the area.

3. **SERVICE PREPARATION CHARGES.** Customer agrees to pay to Company an installation charge for delivery of each additional or replacement order at the rate set forth on the reverse side of this agreement. Any rental garments will be subject to a charge if lost or damaged at current market value of the garment.

4. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the contract date set forth on the reverse side of this Agreement and shall continue for an initial term of 60 months. Due to the continuing need for reinvestment, this Agreement shall be automatically renewed for successive periods of 60 months each unless the Company is notified to the contrary, in writing, by certified mail 6 months in advance of the expiration of the current term. Upon expiration of term of the Agreement, all rental items supplied by Company under this Agreement shall be paid for at the rates listed on the reverse side at replacement values or returned to Company in good usable condition.

If at any time during the course of the Agreement, Best Uniform replaces seventy-five percent or more of the merchandise then in service with new merchandise, this Agreement will automatically renew for the same period of 60 months from the date of the replacement.

5. **PAYMENT.** All rental and other charges payable to Company under this Agreement shall be due and payable in cash on each delivery of cleaned articles or, if Customer's credit has been approved by Company on or before the 15th of the month following delivery. At no time shall the customer's weekly invoice fall below a minimum of seventy-five percent of the Agreement's initial weekly billing. In the event that the Customer is 60 days in default of Payment of monies due under this Agreement, the Company shall have the right to discontinue service and enter Customer's premises to remove its articles then in service. Customer's non-payment shall be considered a default as covered in paragraph 9 of this Agreement. Any amount not paid when due will be subject to a late payment charge at the rate of 1 1/2 percent per month until paid. The weekly service charge for any individual leaving the employ of the Customer can be terminated, but only after all garments issued to that individual, or value of same, have been returned to the Company in good usable condition.

6. **INCREASES IN RENTAL CHARGES.** At the anniversary date, at the discretion of the Company, prices may be adjusted according to the change in the consumer price index.

7. **HAZARDOUS MATERIALS.** Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company, in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

8. **DEFICIENCIES IN SERVICE.** If Customer believes that there are deficiencies in service and/or quality of rental items furnished by Company hereunder, Customer shall give written notice to the Company specifying the precise nature of any such deficiencies, and the Company shall have 30 days after receipt of such written notice to correct such deficiencies. If Customer fails to notify Company of its dissatisfaction before the expiration of the 30 day correction period, it shall be conclusively presumed the Company has corrected the deficiency in service or quality of items to Customer's full and complete satisfaction.

9. **DAMAGES FOR CUSTOMER'S DEFAULT.** The Customer acknowledges that the peculiar conditions surrounding a service consisting of furnishing uniforms for certain individuals are such that normal rules of damages will not compensate the Company for its loss in the event of a breach or termination of this Agreement by the Customer. The parties therefore agree that in the event of such a breach or termination the Company shall receive as liquidated damages, and not as a penalty, an amount equal to the total of (1) one half of the aggregate weekly service charge, then in effect, for the balance of the term of this Agreement and (2) provided all rental items are paid for at the rates listed on the reverse side at replacement values or returned to the Company in good usable condition, together with all costs, including reasonable attorney fees, incurred by the Company in enforcing its rights hereunder.

10. **CUSTOMER'S WARRANTY REGARDING EXISTING CONTRACTS.** The Customer warrants that the Company is in no way infringing upon any existing contract between the Customer and any other uniform rental service.

11. **DISRUPTION OF SERVICE.** Company shall not be liable for any loss or damage sustained by Customer for any interruption or delay in providing rental services under this Agreement, so long as causes are not within the Company's reasonable control. Customer hereby agrees to indemnify and hold the Company harmless from any claims arising out of or associated with the use of the product, including any claims allegedly arising from defects.

12. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Company and Customer.

13. **ENTIRE AGREEMENT.** This Agreement is the final agreement between the parties and supersedes all prior agreements or arrangements between them and shall not be modified or amended except by a written instrument signed by both parties, except that written orders for additions to or changes in services shall be deemed to be amendments to this Agreement.

14. **GOVERNING LAW.** This agreement shall be construed according to the laws of the State of New Jersey and the customer submits to the jurisdiction of said state with venue being held in the County of the Company's Office.



Customer number [ 1380] to [ 1380]

Billing cycle [        ] to [zzzzzz]

Print zero balance customers.

Post Days

No.	Document No.	Ty.	Reference	Doc. Date	Due Date	Disc Date	Job	Seq.	Del	Original Amount	Current Amount
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1380 CHRISTINA SCHOOL DISTRICT

25705 IN	H H-614	Jul 03 06 Aug 02 06	253	85	129.95	129.95
25706 IN	H H-618	Jul 03 06 Aug 02 06	253	85	7.97	7.97
25707 IN	H H-649	Jul 03 06 Aug 02 06	253	85	7.97	7.97
25708 IN	H H-645	Jul 03 06 Aug 02 06	253	85	23.03	23.03
25709 IN	H H-617	Jul 03 06 Aug 02 06	253	85	23.03	23.03
25711 IN	H H-699	Jul 03 06 Aug 02 06	253	85	23.03	23.03
25712 IN	H H-657	Jul 03 06 Aug 02 06	253	85	73.23	73.23
25713 IN	H H-670	Jul 03 06 Aug 02 06	253	85	23.03	23.03
25714 IN	H H-630	Jul 03 06 Aug 02 06	253	85	18.01	18.01
25715 IN	H H-632	Jul 03 06 Aug 02 06	253	85	18.01	18.01
25716 IN	H H-678	Jul 03 06 Aug 02 06	253	85	83.27	83.27
25717 IN	H H-660	Jul 03 06 Aug 02 06	253	85	28.05	28.05
25718 IN	H H-601	Jul 03 06 Aug 02 06	253	85	43.11	43.11
25719 IN	H H-651	Jul 03 06 Aug 02 06	253	85	12.99	12.99
25720 IN	H H-641	Jul 03 06 Aug 02 06	253	85	23.03	23.03
25721 IN	H H-639	Jul 03 06 Aug 02 06	253	85	53.15	53.15
25722 IN	H H-644	Jul 03 06 Aug 02 06	253	85	18.01	18.01
25724 IN	H H-675	Jul 03 06 Aug 02 06	253	85	18.01	18.01
25725 IN	H H-652	Jul 03 06 Aug 02 06	253	85	18.01	18.01
25726 IN	H H-661	Jul 03 06 Aug 02 06	253	85	18.01	18.01
25727 IN	H H-606	Jul 03 06 Aug 02 06	253	85	18.01	18.01
25728 IN	H H-668	Jul 03 06 Aug 02 06	253	85	83.27	83.27
25729 IN	H H-667	Jul 03 06 Aug 02 06	253	85	12.99	12.99
25730 IN	H H-629	Jul 03 06 Aug 02 06	253	85	43.11	43.11
25734 IN	H H-681	Jul 03 06 Aug 02 06	253	85	20.99	20.99
25735 IN	H H-603	Jul 03 06 Aug 02 06	253	85	12.99	12.99
25736 IN	H H-684	Jul 03 06 Aug 02 06	253	85	43.11	43.11
25737 IN	H H-600	Jul 03 06 Aug 02 06	253	85	23.03	23.03
25738 IN	H H-697	Jul 03 06 Aug 02 06	253	85	38.09	38.09
25739 IN	H H-695	Jul 03 06 Aug 02 06	253	85	23.03	23.03
25740 IN	H H-664	Jul 03 06 Aug 02 06	253	85	18.01	18.01
27232 IN	H H-614	Jul 10 06 Aug 09 06	264	78	146.45	146.45
27233 IN	H H-618	Jul 10 06 Aug 09 06	264	78	7.97	7.97
27234 IN	H H-649	Jul 10 06 Aug 09 06	264	78	7.97	7.97
27235 IN	H H-645	Jul 10 06 Aug 09 06	264	78	23.03	23.03
27236 IN	H H-617	Jul 10 06 Aug 09 06	264	78	23.03	23.03
27238 IN	H H-699	Jul 10 06 Aug 09 06	264	78	23.03	23.03
27239 IN	H H-657	Jul 10 06 Aug 09 06	264	78	73.23	73.23
27240 IN	H H-670	Jul 10 06 Aug 09 06	264	78	23.03	23.03
27241 IN	H H-630	Jul 10 06 Aug 09 06	264	78	18.01	18.01
27242 IN	H H-632	Jul 10 06 Aug 09 06	264	78	18.01	18.01
27243 IN	H H-678	Jul 10 06 Aug 09 06	264	78	189.77	189.77
27244 IN	H H-660	Jul 10 06 Aug 09 06	264	78	28.05	28.05
27245 IN	H H-601	Jul 10 06 Aug 09 06	264	78	43.11	43.11
27246 IN	H H-651	Jul 10 06 Aug 09 06	264	78	12.99	12.99
27247 IN	H H-641	Jul 10 06 Aug 09 06	264	78	23.03	23.03

Cust. Customer Name

No.	Document No.	Ty.	Reference	Doc. Date	Due Date	Disc Date	Job	Seq.	Del	Original Amount	Current Amount
(Customer 1380 continued)											
27248	IN		H H-639	Jul 10 06	Aug 09 06			264	78	53.15	53.15
27249	IN		H H-644	Jul 10 06	Aug 09 06			264	78	18.01	18.01
27251	IN		H H-675	Jul 10 06	Aug 09 06			264	78	18.01	18.01
27252	IN		H H-652	Jul 10 06	Aug 09 06			264	78	18.01	18.01
27253	IN		H H-661	Jul 10 06	Aug 09 06			264	78	18.01	18.01
27254	IN		H H-606	Jul 10 06	Aug 09 06			264	78	18.01	18.01
27255	IN		H H-668	Jul 10 06	Aug 09 06			264	78	83.27	83.27
27256	IN		H H-667	Jul 10 06	Aug 09 06			264	78	12.99	12.99
27257	IN		H H-629	Jul 10 06	Aug 09 06			264	78	43.11	43.11
27260	IN		H H-681	Jul 10 06	Aug 09 06			264	78	20.99	20.99
27261	IN		H H-603	Jul 10 06	Aug 09 06			264	78	12.99	12.99
27262	IN		H H-684	Jul 10 06	Aug 09 06			264	78	43.11	43.11
27263	IN		H H-600	Jul 10 06	Aug 09 06			264	78	23.03	23.03
27264	IN		H H-697	Jul 10 06	Aug 09 06			264	78	38.09	38.09
27265	IN		H H-695	Jul 10 06	Aug 09 06			264	78	23.03	23.03
27266	IN		H H-664	Jul 10 06	Aug 09 06			264	78	18.01	18.01
28769	IN		H H-614	Jul 17 06	Aug 16 06			264	78	18.01	18.01
28770	IN		H H-618	Jul 17 06	Aug 16 06			274	71	128.45	128.45
28771	IN		H H-649	Jul 17 06	Aug 16 06			274	71	7.97	7.97
28772	IN		H H-645	Jul 17 06	Aug 16 06			274	71	7.97	7.97
28773	IN		H H-617	Jul 17 06	Aug 16 06			274	71	23.03	23.03
28775	IN		H H-699	Jul 17 06	Aug 16 06			274	71	23.03	23.03
28776	IN		H H-657	Jul 17 06	Aug 16 06			274	71	23.03	23.03
28777	IN		H H-670	Jul 17 06	Aug 16 06			274	71	73.23	73.23
28778	IN		H H-630	Jul 17 06	Aug 16 06			274	71	23.03	23.03
28779	IN		H H-632	Jul 17 06	Aug 16 06			274	71	18.01	18.01
28780	IN		H H-678	Jul 17 06	Aug 16 06			274	71	18.01	18.01
28781	IN		H H-660	Jul 17 06	Aug 16 06			274	71	83.27	83.27
28782	IN		H H-601	Jul 17 06	Aug 16 06			274	71	28.05	28.05
28783	IN		H H-651	Jul 17 06	Aug 16 06			274	71	43.11	43.11
28784	IN		H H-641	Jul 17 06	Aug 16 06			274	71	12.99	12.99
28785	IN		H H-639	Jul 17 06	Aug 16 06			274	71	23.03	23.03
28786	IN		H H-644	Jul 17 06	Aug 16 06			274	71	53.15	53.15
28788	IN		H H-675	Jul 17 06	Aug 16 06			274	71	18.01	18.01
28789	IN		H H-652	Jul 17 06	Aug 16 06			274	71	18.01	18.01
28790	IN		H H-661	Jul 17 06	Aug 16 06			274	71	18.01	18.01
28791	IN		H H-606	Jul 17 06	Aug 16 06			274	71	18.01	18.01
28792	IN		H H-668	Jul 17 06	Aug 16 06			274	71	83.27	83.27
28793	IN		H H-667	Jul 17 06	Aug 16 06			274	71	12.99	12.99
28794	IN		H H-629	Jul 17 06	Aug 16 06			274	71	43.11	43.11
28798	IN		H H-681	Jul 17 06	Aug 16 06			274	71	20.99	20.99
28799	IN		H H-603	Jul 17 06	Aug 16 06			274	71	12.99	12.99
28800	IN		H H-684	Jul 17 06	Aug 16 06			274	71	43.11	43.11
28801	IN		H H-600	Jul 17 06	Aug 16 06			274	71	23.03	23.03
28802	IN		H H-697	Jul 17 06	Aug 16 06			274	71	38.09	38.09
28803	IN		H H-695	Jul 17 06	Aug 16 06			274	71	23.03	23.03
28804	IN		H H-664	Jul 17 06	Aug 16 06			274	71	18.01	18.01
45023	IN		H H-600	Sep 25 06	Oct 25 06			274	71	18.01	18.01
45024	IN		H H-601	Sep 25 06	Oct 25 06			376	1	1,671.00	1,671.00
45025	IN		H H-603	Sep 25 06	Oct 25 06			376	1	234.00	234.00
45026	IN		H H-606	Sep 25 06	Oct 25 06			376	1	363.00	363.00
45027	IN		H H-614	Sep 25 06	Oct 25 06			376	1	954.00	954.00
45028	IN		H H-617	Sep 25 06	Oct 25 06			376	1	825.00	825.00
								376	1	261.00	261.00

Garments



Cust. Customer Name

Post Days

No.	Document No.	Ty.	Reference	Doc. Date	Due Date	Disc Date	Job	Seq.	Del	Original Amount	Current Amount
(Customer 1380 continued)											

45029	IN	H	H-629	Sep 25 06	Oct 25 06			376	1	120.00	120.00
45030	IN	H	H-630	Sep 25 06	Oct 25 06			376	1	303.00	303.00
45031	IN	H	H-639	Sep 25 06	Oct 25 06			376	1	555.00	555.00
45033	IN	H	H-641	Sep 25 06	Oct 25 06			376	1	267.00	267.00
45034	IN	H	H-644	Sep 25 06	Oct 25 06			376	1	267.00	267.00
45035	IN	H	H-645	Sep 25 06	Oct 25 06			376	1	621.00	621.00
45037	IN	H	H-651	Sep 25 06	Oct 25 06			376	1	171.00	171.00
45038	IN	H	H-652	Sep 25 06	Oct 25 06			376	1	291.00	291.00
45039	IN	H	H-657	Sep 25 06	Oct 25 06			376	1	756.00	756.00
45040	IN	H	H-660	Sep 25 06	Oct 25 06			376	1	417.00	417.00
45041	IN	H	H-661	Sep 25 06	Oct 25 06			376	1	363.00	363.00
45042	IN	H	H-664	Sep 25 06	Oct 25 06			376	1	213.00	213.00
45043	IN	H	H-667	Sep 25 06	Oct 25 06			376	1	54.00	54.00
45044	IN	H	H-670	Sep 25 06	Oct 25 06			376	1	285.00	285.00
45045	IN	H	H-675	Sep 25 06	Oct 25 06			376	1	15.00	15.00
45046	IN	H	H-678	Sep 25 06	Oct 25 06			376	1	1,230.00	1,230.00
45047	IN	H	H-681	Sep 25 06	Oct 25 06			376	1	15.00	15.00
45048	IN	H	H-684	Sep 25 06	Oct 25 06			376	1	123.00	123.00
45049	IN	H	H-695	Sep 25 06	Oct 25 06			376	1	735.00	735.00
45050	IN	H	H-697	Sep 25 06	Oct 25 06			376	1	1,437.00	1,437.00
45051	IN	H	H-699	Sep 25 06	Oct 25 06			376	1	72.00	72.00
50747	IN	Q	Q-387	Oct 18 06	Nov 17 06			410	0	103.13	0.00
52291	IN	Q	Q-387	Oct 25 06	Nov 24 06			420	0	103.13	0.00
433-1	CA			Oct 26 06				414	0	0.00	0.00
Discount	DS	Discount		Oct 26 06				414	0	206.26	0.00
										15,738.09	15,738.09 c

Report total

15,738.09

15,738.09

c: indicates over credit limit.

1 customer printed.

Government



# Rental-Sales

**P.O. Box 575**

**(856) 931-7000**

**SERVICES SUPPLIED TO:**

## MISCELLANEOUS INSTRUCTIONS

**VOTED #1  
BEST  
UNIFORM  
COURIER - POST**

**1995-2005**

# BEST

of South Jersey


**OVER 35 YEARS OF IMAGE EXPERIENCE**

OVER 35 YEARS OF IMAGE EXPERIENCE  
A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENT-  
AGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS  
MORE THAN 30 DAYS PAST DUE.

[illegible]RECEIVED BY  
DUPLICATE INVOICE

**(856) 931-7000**

## MISCELLANEOUS INSTRUCTIONS



**BEST  
UNIFORM  
COURIER - POST**

**1995-2005**

**BEST**  
of South Jersey

**OVER 35 YEARS OF IMAGE EXPERIENCE**

A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.

CASH - DUE UPON PRESENTATION  
CHARGE - NET 15

**A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENT-  
AGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS  
MORE THAN 30 DAYS PAST DUE**

**A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENT-**

**OVER 35 YEARS OF IMAGE EXPERIENCE.**  
**OVER 1 1/2% PER MONTH (ANNUAL PERCENT-**

**PLEASE PAY**

DUPLICATE INVOICE

**PLEASE PAY**

## Rental-Sales

**Best Uniform Rental, Inc.**

**P.O. Box 575**

**Ballmawr, N.J. 08099-0575**

(856) 931-7000

Page

Case 1:07-cv-00043-MPT Document 1-2 Filed 01/22/2007

**N.J. 2006 Award Winner**  
**Excellence in Industrial Wastewater Treatment**

**SERVICES SUPPLIED TO:**

### **MISCELLANEOUS INSTRUCTIONS**

1000

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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**VOTED #1  
BEST  
UNIFORM  
COURIER - POST  
1995-2005  
BEST  
of South Jersey**

**OVER 35 YEARS OF IMAGE EXPERIENCE**

A FINANCE CHARGE OF 1½% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.

[illegible]

## MISCELLANEOUS INSTRUCTIONS

## Best Uniform Rental, Inc.

**P.O. Box 575**

**Belmawr, N.J. 08099-0575**

**(856) 931-7000**

Page 10

Pa

Document 1-2

Case 1:07-cv-00043-MPT



**BEST  
UNIFORM  
COURIER - POST  
1995-2005**


**BEST**  
of South Jersey

**OVER 35 YEARS OF IMAGE EXPERIENCE**

CASH - DUE UPON PRESENTATION  
CHARGE - NET 15

A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.

RECEIVED BY  
DUPLICATE INVOICE



**DESIGN  
UNIFORM**  
COURIER - POST  
**1995-2005**  
**BEST**  
of South Jersey

A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.

**OVER 35 YEARS OF IMAGE EXPERIENCE**

IN SERVICE	
SHIRTS	PANTS

CHARGES	TAX	PLEASE PAY

CHARGES	TAX	PLEASE PAI
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1. The first part of the document is a title page. It contains the title of the report, the author's name, and the date of the report. The title is "The Impact of Climate Change on the Environment". The author is "John Doe". The date is "10/10/2023".

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**Best Uniform Rental, Inc.**

P.O. Box 575

**Deilmawr, N.J. 08099-0575**  
**(856) 931-7000**

Pad

**N.J. 2006 Award Winner**  
**Excellence in Industrial Wastewater Treatment**

**SERVICES SUPPLIED TO:**

### MISCELLANEOUS INSTRUCTIONS



**VOTED #1**

**BEST  
UNIFORM  
COURIER - POST**

# 1995-2005

# BEST

of South Jersey

## of South Jersey

**OVER 35 YEARS OF IMAGE EXPERIENCE**

AN ANNUAL PERCENT-  
AGE RATE OF 18% WILL BE CHARGED ON ALL ACCOUNTS  
MORE THAN 30 DAYS PAST DUE.

[illegible]









# Best Uniform

## Rental-Sales

Best Uniform Rental, Inc.

P.O. Box 575

Belmawr, N.J. 08099-0575

(609) 931-7000

### N.J. 2006 Award Winner Ecker Excellence in Industrial Wastewater Treatment

#### SERVICES SUPPLIED TO:

#### MISCELLANEOUS INSTRUCTIONS

INDUSTRIAL WASTEWATER TREATMENT  
FOR THE TOWNSHIP OF BELMONT  
1000 BELMONT RD  
BELMONT, NJ 08005

4000 BELMONT RD ALBANY  
NEW YORK 12207  
10000 NW 4th



DELIVERY IDENTITY DATE ACCOUNT NO. INVOICE NUMBER 45747 TERMS CASH - DUE UPON PRESENTATION CHARGE - NET 15 A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENT-AGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.

SERVICE SYMBOL	IND NO	SERVICE AND DESCRIPTION		NAME ON GARMENT	MINIMUM CHARGE		BILL QUANTITY	AMOUNT DUE	IN SERVICE	
		INDIVIDUAL SERVICED			SHIRT SIZE		PANT SIZE		SHIRTS	PANTS
								15.00		

NEW HIRES Y N COMMENTS: TERMINATING Y N ALTERATIONS Y N RECEIVED BY: DUPLICATE INVOICE

CHARGES	TAX	PLEASE PAY

**VOTED #1**

### MISCELLANEOUS INSTRUCTIONS

THE UNIVERSITY OF CHICAGO



**VOTED #1**  
**BEST**  
**UNIFORM**  
 COURIER - POST  
**1995-2005**  
**BEST**

**OVER 35 YEARS OF IMAGE EXPERIENCE**

NUMBER	DATE	DESCRIPTION	AMOUNT	DATE	DESCRIPTION	AMOUNT
1	10/10/10	CHARGE - NET 15	100.00	10/10/10	AGE MALE UP 18% WILL BE CHARGED ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.	100.00

IND SERVICE CONTROL NO	SERVICE AND DESCRIPTION	NAME OF CONTRACTOR	MINIMUM CHARGE	BILL QUANTITY	AMOUNT	IN SERVICE	
	INDIVIDUAL SERVICED						

NAME ON GARMENT	SHIRT SIZE	PANT SIZE	DOE	SHIRTS	PANTS

1/2

ed 0

File

## 1-2

ent

\_\_\_\_\_

Doc

1

# SCRIPT

### 3-M

004

THE UNIVERSITY OF CHICAGO

[illegible]

RECEIVED BY		CHANGES	IAX	PLEASE PAY
TERMINATING	Y N			
ALTERATIONS	Y N			

123456	7891011	123456
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**Abstract** The purpose of this study was to examine the effects of a 6-week training program on the physical fitness and health-related quality of life (HRQL) of sedentary elderly women. Thirty-two elderly women were randomly assigned to either a control group or an exercise group. The exercise group performed a supervised, low-impact aerobically-oriented exercise program three times per week for six weeks. Physical fitness was assessed by measuring heart rate reserve (HRR), maximum oxygen consumption ( $\dot{V}O_{2\max}$ ), and maximum heart rate (HR<sub>max</sub>). HRQL was measured using the EuroQOL-5D questionnaire. The results showed that the exercise group had significantly higher HRR,  $\dot{V}O_{2\max}$ , and HR<sub>max</sub> than the control group at the end of the six-week period. Additionally, the exercise group had significantly higher scores on the EuroQOL-5D questionnaire compared to the control group. These findings suggest that a 6-week training program can improve physical fitness and HRQL in sedentary elderly women.





(856) 931-7000



**UNIFORM**  
COURIER - POST  
**1995-2005**  
**BEST**  
of South Jersey

AGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.

**VOTED #1  
BEST  
UNIFORM**





## MISCELLANEOUS INSTRUCTIONS



**VOTED #1**  
**BEST**  
**UNIFORM**  
**COURIER - POST**  
**1995-2005**  
**BEST**

DELIVERY IDENTITY		DATE	ACCOUNT NO.	INVOICE NUMBER ➔	608937	<b>TERMS</b>	CASH - DUE UPON PRESENTATION CHARGE - NET 15	A FINANCE CHARGE OF 1 1/2% PER MONTH / ANNUAL PERCENT- AGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.
SERVICE AND DESCRIPTION								

[illegible]

CHARGES	TAX	PLEASE PAY
2000-000	0.00	0.00

# Best Uniform Rental-Sales

Best Uniform Rental, Inc.

P.O. Box 575

Bellmawr, N.J. 08099-0575

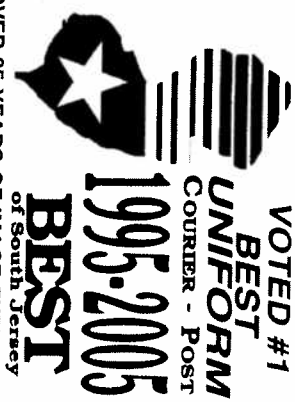
(656) 931-7000

N.J. 2006 Award Winner  
Ecker Excellence in Industrial Wastewater Treatment

SERVICES SUPPLIED TO:

MISCELLANEOUS INSTRUCTIONS

ECKER EXCELLENCE INDUSTRIAL WASTEWATER TREATMENT 10000 N. J. 10000 08099-0575	MTFN: LINDA CORREIA 40000 N. J. 10000 08099-0575
--	--



OVER 35 YEARS OF IMAGE EXPERIENCE

A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENT-  
AGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS  
MORE THAN 30 DAYS PAST DUE.

DELIVERY IDENTITY	DATE	ACCOUNT NO.	INVOICE NUMBER	TERMS	CASH - DUE UPON PRESENTATION CHARGE - NET 15	BILL QUANTITY		AMOUNT DUE	IN SERVICE		OVER 35 YEARS OF IMAGE EXPERIENCE
						MINIMUM CHARGE	SHIRT SIZE		PANT SIZE	SHIRTS	
1	1/1/00	1	400455	TERMS				1			
NEW HIRES Y N TERMINATING Y N ALTERATIONS Y N											
COMMENTS: ALL NEW HIRES ON CANCELLATIONS NO...											
RECEIVED BY DUPLICATE INVOICE											
				CHARGES	TAX	PLEASE PAY					
				621.00	0.00	621.00					



## Case 1:0

CHARGES		TAX	PLEASE PAY
2034-1000	0.00	2034-000	







## VOTED #1

# BEST UNIFORM

# 1995-2005



**VOTED #1**  
**BEST**  
**UNIFORM**  
**COURIER - POST**  
**1995-2005**  
**BEST**  
 of South Jersey

**OVER 35 YEARS OF IMAGE EXPERIENCE**

	UNIT PRICE	QTY.
UNIT PRICE	\$0.70	
UNIT PRICE	\$0.60	
UNIT PRICE	\$1.00	
UNIT PRICE	\$0.80	
UNIT PRICE	\$0.90	
UNIT PRICE	\$0.70	

**PLEASE PAY**

## Case





Case 1:07-cv-00043-MPT Document 1-2 Filed 01/22/2007

# Best Uniform

## Rental-Sales

Best Uniform Rental, Inc.

P.O. Box 575

Bellmawr, N.J. 08099-0575

(856) 931-7000

N.J. 2006 Award Winner

Ecker Excellence in Industrial Wastewater Treatment

SERVICES SUPPLIED TO:

MISCELLANEOUS INSTRUCTIONS



Page 1 of 1

OVER 35 YEARS OF IMAGE EXPERIENCE

A FINANCE CHARGE OF 1% PER MONTH (ANNUAL PERCENT-AGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.

NEW HIRES Y N  
TERMINATING Y N  
LITIGATIONS Y N

COMMENTS:

RECEIVED BY  
DUPLICATE INVOICE

CHARGES	TAX	PLEASE PAY

### TERMS

CASH - DUE UPON PRESENTATION  
CHARGE - NET 15

A FINANCE CHARGE OF 1% PER MONTH (ANNUAL PERCENT-AGE RATE OF 18%) WILL BE CHARGED ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.

INVOICE NUMBER  
DATE  
ACCOUNT NO.

NAME ON GARMENT

MINIMUM CHARGE

SHIRT SIZE

BILL QUANTITY

PANT SIZE

AMOUNT DUE

IN SERVICE  
SHIRTS PANTS

# Best Uniform

N.J. 2006 Award Winner  
Ecker Excellence in Industrial Wastewater Treatment  
SERVICES SUPPLIED TO:

MISCELLANEOUS INSTRUCTIONS



VOTED #1  
BEST  
UNIFORM  
COURIER - POST



## Rental-Sales

## Best Uniform Rental, Inc.

**P.O. Box 575**

**Bellmawr, N.J. 08099-0575**

**(856) 931-7000**

**N.J. 2006 Award Winner**  
**Ecker Excellence in Industrial Wastewater Treatment**

**SERVICES SUPPLIED TO:**

## MISCELLANEOUS INSTRUCTIONS

VOTED #1  
BEST  
UNIFORM  
COURIER - POST  
1995-2005  
BEST  
of South Jersey

Lower Wastewater in Industrial Wastewater Treatment	
SERVICES SUPPLIED TO:	MISCELLANEOUS INSTRUCTIONS
1. Name of Client: 2. Address: 3. City: 4. State: 5. Zip: 6. Phone: 7. Fax: 8. E-mail: 9. Name of Contact: 10. Title: 11. Date: 12. Signature: 13. Name: 14. Title: 15. Date: 16. Signature: 17. Name: 18. Title: 19. Date: 20. Signature:	1. Name of Client: 2. Address: 3. City: 4. State: 5. Zip: 6. Phone: 7. Fax: 8. E-mail: 9. Name of Contact: 10. Title: 11. Date: 12. Signature: 13. Name: 14. Title: 15. Date: 16. Signature: 17. Name: 18. Title: 19. Date: 20. Signature:

[illegible]





# Best Uniform

NAME BRAND DISCOUNTERS Our 30th Year

800 CREEK ROAD • BELLMAWR, NEW JERSEY 08031 • TELEPHONE 609-931-7000 • FACSIMILE 609-931-9353  
 Today's Date: 11-15-06

Company Name Christina School District  
 Address 925 Bear Corbitt Rd  
 City/State Bear, DE 19701  
 Zip \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Contact \_\_\_\_\_

Dollar Amount of Open Invoices

3120.09

Dollar Amount of Garments not returned

12,618.00

# sets \_\_\_\_\_ x \$ 29.00 each  
 # shirts \_\_\_\_\_ x \$ 13.00 each  
 # pants \_\_\_\_\_ x \$ 16.00 each  
 # \_\_\_\_\_ x \$ \_\_\_\_\_ each

Dollar Amount of Balance of Contract 7/17/06 - 7/21/2010

\$ 999.53 weekly amount x 205 # weeks x 50% = 102,451.83

Miscellaneous Charges/Interest at 1.5%

Attorney fees at 30%

Copies Enclosed : Check all that apply

Exhibit A: Open Invoices \_\_\_\_\_ Exhibit D: Credit reports \_\_\_\_\_  
 Exhibit B: Contract \_\_\_\_\_ Exhibit E: Returned Cks. \_\_\_\_\_  
 Exhibit C: Invoices \_\_\_\_\_ Exhibit F: \_\_\_\_\_

Please contact \_\_\_\_\_ if you should have any  
 questions concerning the above account or enclosures

Thank you!



# CIVIL COVER SHEET

07-43

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

Best Uniform Rental, Inc.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Richard R. Wier, Jr., P.A.  
Richard R. Wier, Jr.  
Two Mill Road, Suite 200  
Wilmington, DE 19806

## DEFENDANTS

Christina Consolidated School District,  
Christina School Board

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT N.C.  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

ATTORNEYS (IF KNOWN)

FILED  
CLERK U.S. DISTRICT COURT  
DISTRICT OF DELAWARE  
2007 JAN 22

## II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                        |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## V. NATURE OF SUIT

(PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions

## CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

This is a complaint for breach of contract.

## REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐

DEMAND \$ 75,000 +

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ YES ☒ NO

## RELATED CASE(S) (See instructions): IF ANY

JUDGE

DOCKET NUMBER

SIGNATURE OF ATTORNEY OF RECORD

OFFICE USE ONLY

FILE # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 43

**ACKNOWLEDGMENT**  
**OF RECEIPT FOR AO FORM 85**

**NOTICE OF AVAILABILITY OF A**  
**UNITED STATES MAGISTRATE JUDGE**  
**TO EXERCISE JURISDICTION**

I HEREBY ACKNOWLEDGE RECEIPT OF 2 COPIES OF AO FORM 85.

1/22/07  
(Date forms issued)

[Signature]  
(Signature of Party or their Representative)

BEAOWINE PROCESS SERVICES/BRAIDYLAND  
(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action